



C O R P O R A T I O N S E R V I C E C O M P A N Y®

TMM / ALL

Transmittal Number: 11748608
Date Processed: 10/23/2013

Notice of Service of Process

Primary Contact: Pamela Hoff
The Travelers Companies, Inc.
385 Washington Street, MC 515A
Saint Paul, MN 55102

Entity: The Standard Fire Insurance Company
Entity ID Number 2317464

Entity Served: Standard Fire Insurance Company

Title of Action: Clifton Bryant vs. The Standard Fire Insurance Company

Document(s) Type: Summons/Complaint

Nature of Action: Contract

Court/Agency: Sevier County Chancery Court, Tennessee

Case/Reference No: 13-10-326

Jurisdiction Served: Tennessee

Date Served on CSC: 10/22/2013

Answer or Appearance Due: 30 Days

Originally Served On: State of Tennessee Department of Commerce and Insurance on 10/17/2013

How Served: Certified Mail

Sender Information: Travis D. McCarter
865-428-2345

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

CSC is SAS70 Type II certified for its Litigation Management System.

2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | sop@cscinfo.com

STATE OF TENNESSEE
Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, TN 37243-1131
PH - 615.532.5260, FX - 615.532.2788
Jerald.E.Gilbert@tn.gov

October 17, 2013

Standard Fire Insurance Company
2908 Poston Avenue, % C S C
Nashville, TN 37203
NAIC # 19070

Certified Mail
Return Receipt Requested
7012 1010 0002 9210 4453
Cashier # 11452

Re: Clifton Bryant V. Standard Fire Insurance Company
Docket # 13-10-326

To Whom It May Concern:

Pursuant to Tennessee Code Annotated § 56-2-504 or § 56-2-506, the Department of Commerce and Insurance was served October 17, 2013, on your behalf in connection with the above-styled proceeding. Documentation relating to the subject is herein enclosed.

Jerald E. Gilbert
Designated Agent
Service of Process

Enclosures

cc: Chancery Court Clerk
Sevier County
P O Box 4426
Sevierville, Tn 37864

Sevier County Chancery Court
125 Court Ave. Suite 108 West
Sevierville, TN 37862
(865)453-4654

STATE OF TENNESSEE
CIVIL SUMMONS

page 1 of 1

Case Number
78CH1-2013-CV-326
13-10-326

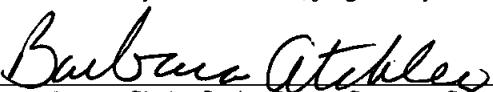
Clifton Bryant vs The Standard Fire Insurance Co.

Served On:

The Standard Fire Insurance Co.	c/o Commissioner of Insurance 500 James Robertson Pkwy. Nashville, TN 37243
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You are hereby summoned to defend a civil action filed against you in Sevier County Chancery Court, Sevier County, Tennessee. Your defense must be made within thirty (30) days from the date this summons is served upon you. You are directed to file your defense with the clerk of the court and send a copy to the plaintiff's attorney at the address listed below. If you fail to defend this action by the below date, judgment by default may be rendered against you for the relief sought in the complaint.

Issued: 10/14/2013


Clerk / Deputy Clerk - Sevier County Chancery Court

Attorney for Plaintiff: Travis D Mc Carter
129 Commerce Street, Sevierville, TN 37862

NOTICE OF PERSONAL PROPERTY EXEMPTION

TO THE DEFENDANT(S): Tennessee law provides a ten thousand dollar (\$10,000) personal property exemption as well as a homestead exemption from execution or seizure to satisfy a judgment. The amount of the homestead exemption depends upon your age and the other factors which are listed in TCA §26-2-301. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for your self and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to execute it, you may wish to seek the counsel of a lawyer. Please state file number on list.

Mail list to Carolyn McMahan, Sevier County Chancery Court Clerk, Sevier County
125 Court Ave. Suite 108 West
Sevierville, TN 37862

CERTIFICATION (IF APPLICABLE)

I, Carolyn McMahan, Sevier County Chancery Court Clerk of Sevier County do certify this to be a true and correct copy of the original summons issued in this case.

Date: 10/14/13


Clerk / Deputy Clerk - Sevier County Chancery Court

OFFICER'S RETURN: Please execute this summons and make your return within ninety (90) days of issuance as provided by law.

I certify that I have served this summons together with the complaint as follows:

Date:

By: _____

RETURN ON SERVICE OF SUMMONS BY MAIL: I hereby certify and return that on _____, I sent postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in the above styled case, to the defendant _____. On _____ I received the return receipt, which had been signed by _____ on _____. The return receipt is attached to this original summons to be filed by the Court Clerk.

Date: _____

Notary Public / Deputy Clerk (Comm. Expires _____)

Signature of Plaintiff

Plaintiff's Attorney (or Person Authorized to Serve Process)
(Attach return receipt on back)

ADA: If you need assistance or accommodations because of a disability, please call Larry Russell, ADA Coordinator, at (865)774-3643

Rev. 8/05/10

DEFENDANT'S COPY

IN THE CHANCERY COURT FOR SEVIER COUNTY, TENNESSEE

CLIFTON BRYANT and)
JUDY BRYANT,)
Plaintiffs,)
vs.)
THE STANDARD FIRE INSURANCE CO.)
Defendant.)

NO.: 13-10-326

CHANCERY COURT
HOUR: <u>3:45</u> <u>P</u> M.
OCT 14 2013
<i>Carelyn M. Hulme</i> CLERK & MASTER SEVIER COUNTY, TN <i>Bu</i>

COMPLAINT

Comes Now, the Plaintiffs, Clifton and Judy Bryant, and for their complaints against The Standard Fire Insurance Company, Defendant, would state as follows:

1. Plaintiffs are citizens and residents of Sevierville, Sevier County, Tennessee.
2. Defendant is a Connecticut Corporation doing business in Sevier County, Tennessee who may be served through the Commissioner of Insurance at 500 James Robertson Parkway, Nashville, TN 37243.
3. All facts and circumstances described and complained of in this Complaint occurred in Sevier County, Tennessee.
4. That on October 22, 2011, Plaintiffs sustained substantial fire damage to their residence located at 1206 St. John's Court, Sevierville, TN 37862.
5. That at the time of loss, Plaintiffs were insured through Travelers insurance against fire damage to their residence, through a Homeowner's Insurance policy which is underwritten by Defendant The Standard Fire Insurance Company.

DEFENDANT'S COPY

6. That said Homeowner's Insurance policy created a binding contract between Defendant and Plaintiffs that required Defendant to provide coverage to Plaintiffs as set forth in the policy should Plaintiffs suffer fire damage to their home.
7. That the fire damage to Plaintiffs home was such that Plaintiffs were insured against such damage by the terms of the Homeowner's Policy that was in effect at that time.
8. That Defendant has refused to make necessary repairs to the home or to reimburse Plaintiffs for such losses as set forth in the Homeowner's Policy.
9. That Defendant's adjusters and appraisers have willfully and intentionally given estimates that ignore repairs that are necessary to the home or substantially undervalue the materials and/or labor necessary to make repairs to the home in accordance with the Homeowner's Policy.
10. That Defendant has operated in bad faith by invoking the appraisal clause of the Homeowner's Policy in an effort to force Plaintiffs to submit themselves to an arbitration process in which Defendant's agents are acting in the manner set forth in Paragraph 9.
11. That Defendant has breached the contract it made with Plaintiffs by failing to fulfill its obligations as set forth in the contract.
12. That Defendant's breach of contract is the proximate cause of Plaintiffs' monetary losses, incidental costs and damages, and consequential damages incurred in connection with the events described herein.
13. That this case was originally filed in this court and then removed to Federal Court. The case in federal court was voluntarily nonsuited due to an agreement between counsel to submit this issue to an appraiser per the terms of the insurance contract.
14. Plaintiff's counsel has made numerous attempts to contact defense counsel to select an umpire in this matter and has been unable to do so, so Plaintiff comes back to this Court for relief.

DEFENDANT'S COPY

WHEREFORE, PLAINTIFF'S DEMANDS FOR JUDGMENT ARE:

1. That proper process issue and be served upon the Defendants and that the Defendants be required to appear and answer the Complaint within the time required by law.
2. That the Plaintiff be awarded judgment against the Defendants for actual, compensatory damages in the amount of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00).
3. That the Plaintiff be awarded an additional twelve and one-half percent (12.5%) of its damages in this cause pursuant to the bad-faith penalty provided for by Tenn. Code Ann. §56-7-105.
4. That Plaintiff be awarded its costs and attorneys fees inherent in nonsuiting the case in federal court and being forced to return to this Court for the appointment of an umpire.
5. That the costs of this action be awarded to the Plaintiff.
6. That a jury of twelve persons be impaneled to try this cause.
7. Such further and other general relief to which Plaintiff may be entitled.

Respectfully submitted this 11th day of October 2013.

BY:

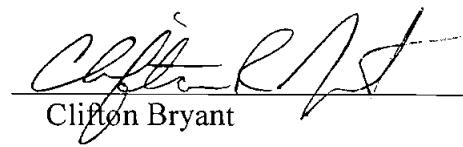


Travis D. McCarter, BPR #029293
Counsel for Plaintiff
Baker Associates
129 Commerce Street
Sevierville, TN 37862
Phone: (865) 428-2345
Facsimile: (865) 428-1197

DEFENDANT'S COPY

COST BOND

We acknowledge ourselves as surety for all costs, taxes, and damages in the case in accordance with Tenn. Code Ann. § 20-12-120.

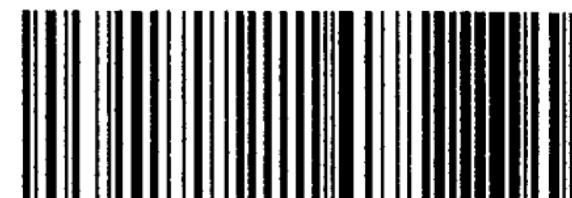
By: 

Clifton Bryant

DEFENDANT'S COPY

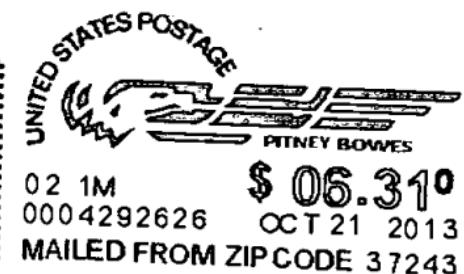
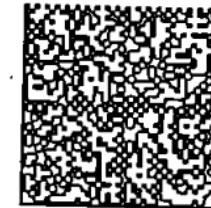
CERTIFIED MAIL™

State of Tennessee
Dept. of Commerce & Insurance
Service of Process
500 James Robertson Parkway
Nashville, TN 37243



7012 1010 0002 9210 4453

FIRST CLASS



7012 1010 0002 9210 4453 10/17/13

STANDARD FIRE INSURANCE COMPANY
2908 POSTON AVENUE, % C S C
NASHVILLE, TN 37203

